

File Number M/045/031

Effective Date _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

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MAY 13 1991

DIVISION OF
OIL GAS & MINING

RECLAMATION CONTRACT

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For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) M/045/031

(Mineral Mined) Decorative Stone

"MINE LOCATION":

(Name of Mine)
(Description)

Aragonite Mine and Mill
70 miles west of SLC, Ut
4 1 mile So of Interstate 80

"DISTURBED AREA":

(Disturbed Acres)

@12 outside of 10 acres (2 SMO's)

(Legal Description)

(refer to Attachment "A")

"OPERATOR":

(Company or Name)
(Address)

Thomas American Stone and Building, Inc.
4040 South 300 West
Salt Lake City, Utah 84107

(Phone)

(801) 262-4300

"OPERATOR'S REGISTERED AGENT":

(Name)

(Address)

Lon A. Thomas, President

4040 South 300 West

Salt Lake City, Utah 84107

(Phone)

(801) 262-4300

"OPERATOR'S OFFICER(S)":

Lon Thomas

Grampa Miller

Beverly Thomas

"SURETY":

(Form of Surety - Exhibit B)

Certificate of Deposit (12 month maturity)
(automatic renewal)

"SURETY COMPANY":

(Name, Policy or Acct. No.)

First Security Bank of Utah

"SURETY AMOUNT":

(Escalated Dollars)

\$12,000 (\$6,000 initially - plus another
\$6,000 within 6 months of mine and
millsite reclamation plan approval)

"ESCALATION YEAR":

1991 dollars

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

EXHIBITS:

A "DISTURBED AREA":

B "SURETY":

Revision Dates:

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Operator and the Board.

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/045/031 which has been approved by the Division under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim the Disturbed Area in accordance with Operator's approved Reclamation Plan and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Notice of Intention, and the Reclamation Plan.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board, which surety is in the form of the surety attached hereto as Exhibit B and made a part hereof. The surety shall remain in full force and effect according to its terms unless modified by the Board in writing. If the surety contract expressly provides for cancellation, then, not less than 30 days, prior to the expiration date of the surety, the Operator shall provide a replacement surety in a form and amount acceptable to the Board. If the Operator fails to so provide an acceptable replacement surety, the Division may order the Operator to cease further mining activities and to begin reclamation of the site. In addition, if the Operator fails to so provide an acceptable replacement surety, the Division may call or draw upon the full amount of existing surety prior to cancellation or expiration.
3. Operator agrees to pay public liability and property damage claims resulting from mining as determined by the Board or the Division, to the extent provided in the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, and the Reclamation Plan.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention and the Reclamation Plan.
6. Operator agrees to indemnify and hold harmless the State, Board and Division from any claim, demand, liability, cost charge, suit, or obligation of whatsoever nature arising from the failure to Operator or Operator's agents, and employees, or contractor to comply with this Contract.
7. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.

8. This Contract shall be governed and construed in accordance with the laws of the State.
9. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including attorneys fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
10. Any breach of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Division, or Board, as appropriate, may revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety, or take such other action as is authorized by law.
11. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
12. This Contract represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
13. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

SO AGREED this _____ day of _____ 19 _____.

APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY _____
James W. Carter, Chairman
Board of Oil, Gas and Mining

DIVISION OF OIL, GAS AND MINING:

By _____
Dianne R. Nielson, Director

Date

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, 19 _____, personally appeared before me, who being duly sworn did say that he/she, the said _____ is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/she duly acknowledge to me that he/she executed the foregoing document by authority of law on behalf of the State of Utah.

Notary Public
Residing at: _____

My Commission Expires:

OPERATOR:

Operator Name: Thomas American Stone & Bldg Inc

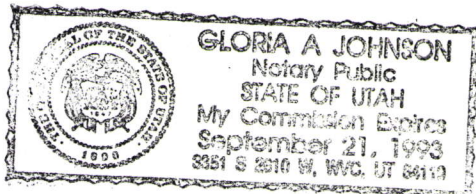
By President
Corporate Officer - Position

5-10-91
Date

Lon Thomas
Signature

STATE OF Ut)
COUNTY OF SL) ss:

On the 10th day of May, 19 91, personally
appeared before me Lon Thomas who being
by me duly sworn did say that he/she, the said Lon Thomas
is the Pres of Am Stone & Bldg Inc
and duly acknowledged that said instrument was signed on behalf of said company by
authority of its bylaws or a resolution of its board of directors and said
Lon Thomas duly acknowledged to me that said
company executed the same.



Gloria A. Johnson
Notary Public
Residing at: SLC, Ut

My Commission Expires: _____

Attachment "A"

(detailed legal description)

Minesite: SE/4, Sec 14, NE/4, Section 23
T1S, R10W, SLBM

Millsite: ^{SW/4} Section 8, T1S, R10W, SLBM